

JAVA Resolution 04-0212-06



JAVA

Joint Antelope Valley Authority

WHEREAS, the Joint Antelope Valley Authority (JAVA), a joint administrative entity created under the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. § 13-801 et. seq.) by agreement of April 15, 2000 as amended (JAVA Interlocal Agreement) between the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska (University), the City of Lincoln, Nebraska, a municipal corporation (City), and the Lower Platte South Natural Resources District, a political Subdivision of the State of Nebraska (LPSNRD) is now implementing under the JAVA Interlocal Agreement the Phase One Priority Projects of Antelope Valley Amended Draft Single Package; and

WHEREAS, JAVA has previously approved by-laws, administrative resolution, policies and guidelines for the implementation of the Phase One Priority Projects.

NOW THEREFORE, be it resolved by the Administrative Board of the Joint Antelope Valley Authority as follows:

1. The Chair is hereby authorized to execute and approve construction contracts as approved by the Project Manager, Legal Counsel and Purchasing Agent for the Vine Street Bridge and Roads Project – JAVA Project No. 02-111903-001, Military Road and Bridge Project – JAVA Project No. 03-021393-001, and Y Street Bridge and Road Project – JAVA Project No. 03-061204-001 in accordance with by-laws and to administer the same including executing the necessary forms, approvals and documents contemplated therein and specifically including written amendments to the same; provided that the board shall receive timely reports of all amendments on an ongoing basis (regardless of the amount) showing the net change for each and a cumulative total of all changes as compared to the original contract amount. In addition, to the extent specifications and contracts were advertised, bid and let or contracts (and amendments thereto) were executed or awarded prior to the effective date of this Resolution, the same are hereby expressly ratified and approved by the board.
2. Accordingly, the expenditure and allocating of JAVA funds for such purposes is hereby authorized.
3. The requirements of the By-Laws of the board are hereby incorporated into this approval and the JAVA board does hereby grant final approval of the contracts as in conformance with all applicable requirements of the board.
4. The same shall be effective February 12th, 2004 and shall be kept on file with the official records of the Authority as provided in the by-laws.

Dated this 12th Day of February 2004.

Introduced by:

Approved by Unanimous Vote of _____, _____, and _____ after public hearing on this 12th Day of February 2004.

Signed:

Joint Antelope Valley Authority

Secretary

Glenn Johnson, Chairperson

Approved as to form and Legality

Legal Counsel



JAVA

Joint Antelope Valley Authority

S# _____

Executive Order # _____

JAVA Project # 02-111903-001

City Street Project # 700078

BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, Nebraska,

WHEREAS, the Joint Antelope Valley Authority (JAVA), a joint administrative entity created under the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. § 13-801 et. seq.) by agreement of April 15, 2000 as amended (JAVA Interlocal Agreement) between the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska (University), the City of Lincoln, Nebraska, a municipal corporation (City), and the Lower Platte South Natural Resources District, a political Subdivision of the State of Nebraska (LPSNRD) is now implementing under JAVA Interlocal Agreement the Phase One Priority Projects of Antelope Valley Amended Draft Single Package (Priority Projects);

WHEREAS, JAVA has previously approved by-laws, administrative resolution, policies and guidelines for the implementation of the Phase One Priority Projects and JAVA is authorized by law under the terms of the Interlocal Agreement to acquire necessary property and complete construction of public improvements for public purposes in connection with the Priority Projects and related work; and

WHEREAS, the City in furtherance and pursuant to JAVA Interlocal Agreement specifically permits JAVA to complete that portion of the Priority Projects and related work to specifically include a right to lay out, install, improve and construct within right of way and specifically including providing for and coordinating utility and telecommunication improvements within defined utility corridors or other suitable locations all according to the approved plans on property owned by JAVA and the City as provided herein;

WHEREAS, JAVA by virtue of the Interlocal Agreement on behalf of the City is implementing the Priority Projects in conformance with the City's comprehensive plan as approved by the City and the planning commission for the City as part of Comprehensive Plan Amendment Resolution No. A-80525 (Approved November 6, 2000) which approval is hereby recognized by the City as approval in compliance with Neb. Rev. Stat. § 15-901 and the applicable subdivision requirements of Title 26 of the Lincoln Municipal Code as acquisition of land by the City acting by and through JAVA.

NOW, THEREFOR, the request of JAVA hereinafter referred to as "JAVA," to construct Vine Street Bridge and Roads Project – JAVA Project No. 02-111903-001 hereinafter referred to as "Work," including the related engineering, construction management, coordination and inspection services for the City's reconstruction of Vine Street from 21st to 27th in connection with City Street Project No. 700078 as provided herein, is hereby approved subject to the following conditions:

1. JAVA has pre-selected an approved consulting engineer to perform the preliminary survey and plan preparation portion of the Work hereinafter referred to as "Consultant." The Requirements for Consultants Preparing Executive Order Plans for Public Facilities are by reference hereby made a part of the conditions of this permit and JAVA shall comply with the same and shall be responsible for requiring the Consultant to comply with the same.

2. JAVA shall have the Work constructed by JAVA's own contractor, and must notify the City in writing of his proposed contractor prior to the start of any construction. The Contractor must be able to demonstrate that he is qualified to do the Work, and will be expected to have a working knowledge of the City of Lincoln Standard Specifications and the General Conditions Applying to Private Construction of Public Facilities.

3. JAVA shall pay and bear all costs of the Work, including but not limited to, labor, materials, and equipment rental. JAVA shall not make any payment to the Contractor until authorized by the City in writing. Providing the Work herein contracted for is being performed in accordance with the provisions of the Executive Order, the Engineer may authorize JAVA to make an approximate estimate, on or before the tenth day of each month, for the value of work performed during the previous calendar month. After each such estimate has been approved by the Engineer, JAVA may pay to the Contractor ninety-five percent (95%) of the value of the work performed. The remaining five percent (5%) shall not be paid until JAVA has received written notification from the Engineer that the work has been completed in full accordance with the approved plans and specifications and has been accepted by the City as being complete, except that a portion of said retainage may be paid if authorized by the Engineer, as set forth below:

4. The Engineer may authorize JAVA to make a partial payment of the remaining five percent (5%) to the Contractor in an amount not to exceed ninety-seven percent (97%) of the value of the work performed, provided the Engineer certifies the project is substantially complete and provided that, in the opinion of the Engineer, a final payment will be delayed more than sixty (60) days because of project complexities such as weather conditions, minor work completed, or the determination of final costs and quantities. Authorization under this paragraph shall in no way impair the City's rights to hold JAVA responsible for the remaining Work and proceed against various bonds, retainages, escrow or other security of JAVA's contractor or otherwise for the total cost of completing the work in full compliance with this agreement.

5. The Work shall be constructed in accordance with the plans and specifications approved by the Department of Public Works and Utilities of the City, and the construction thereof shall be under the supervision of and subject to the approval and acceptance of the Directors of such departments. After said approval and acceptance, the ownership and maintenance responsibilities of the Work shall be vested in the City. The applicable guarantee period, if any, required by the permit or any document pertaining thereof shall commence with such approval and acceptance.

6. The 1999 City of Lincoln Standard Specifications for Municipal Construction and the attached Executive Order Plans for Public Facilities are by reference hereby made a part of the conditions of this permit, and JAVA shall comply with the same, and shall be responsible for requiring his contractor and all subcontractors to comply with the same, including the filing with the City Engineer of the Certificate of Insurance and the executed Performance and Labor and Material Payment Bonds required thereby.

7. JAVA shall further comply with the following Special Provisions:

a. JAVA's engineer shall prepare the construction plans and provide construction staking.

- b. The plans shall be approved by the City Engineer's Office prior to construction.
c. The site grading certificate shall include certification that rights-of-way are graded to within +/-6" of final grade.

8. Exclusive of any guarantee period and of any valid extensions of time granted by the City, all as set forth in the aforesaid General Conditions, all Work shall be completed on or before _____.

9. The City shall reimburse JAVA an amount not to exceed (\$ _____) for that portion of the Consultant's engineering, design and construction management and bidding services pertaining to the reconstruction of Vine Street from 21st to 27th which the City shall let, plan and design together with the Work to be completed by JAVA for cost efficiency and coordination savings. The portion of the Consultant's fees allocated to the Vine Street reconstruction shall be proposed on a reasonable cost allocation basis by the Consultant for review and approval by the City Engineer, which approval shall not be unreasonably withheld.

10. Except as may otherwise be expressly provided in the Permit documents, once the Work has begun, JAVA shall be liable to the City for the satisfactory completion of the same unless specifically in writing relieved therefrom by the Mayor of the City or as provided in said General Conditions.

The City Engineer is hereby directed to commence the engineering, as set forth herein, and JAVA's request is granted according to the terms and conditions herein.

Dated this _____ day of _____, 20____.

Coleen J. Seng, Mayor

Approved and Agreed:

Glenn Johnson, Chair
Joint Antelope Valley Authority

Approved as to Form:

Approved:

Law Department

Public Works and Utilities

EXECUTIVE ORDER PLANS FOR PUBLIC FACILITIES

1. Prior to beginning plan preparation, the Consultant shall meet with a representative of the City Engineer's Office to determine the extent of the improvements required. The extent of the improvements required in Executive Order construction shall be the same as those which would be required by the City if the improvements were being constructed under the authority of an assessment district.

2. It will be the responsibility of the Consultant to furnish any special provisions which are needed for the construction of any items not covered by the Standard Specifications.

3. Prior to plan preparation, the Consultant will obtain the preliminary survey information normally required by the city for design purposes. If the improvements are to be installed in a new subdivision, the preliminary surveys shall not be obtained until the subdivision has been staked in accordance with the Land Subdivision Ordinance. The information obtained shall include but not be limited to existing centerline profiles and any cross sections needed to calculate earth work quantities. All preliminary surveys will be recorded in field books furnished by the City of Lincoln and will become the property of the City of Lincoln at the time of final approval of the plans.

4. It will be the responsibility of the Consultant to evaluate the effects of the proposed construction on adjacent property and identify and describe any needed easements.

5. All plans prepared by the Consultant are to conform to the City of Lincoln's design standards. In addition to providing preliminary survey information in City field books, the Consultant will be required to submit copies of any profiles, cross sections, drainage studies, inlet computations, etc. needed to develop construction plans. 6. It will be the responsibility of the Consultant to notify the utility companies - Alltel, Lincoln Electric System, and Aquila of the proposed construction. Copies of this notification will also be sent to the City Engineer's Office.

7. The Consultant will be required to certify on the plans that the plans meet the design standards of the City of Lincoln and that the planned improvements satisfy the conditions of acceptance of the preliminary and/or final plat, or the resolution approving the special permit, if applicable.

8. Plans prepared by the Consultant will be reviewed by the Departments of Public Works and Utilities, and the Consultant will be notified of any required changes. All changes required will be the responsibility of the Consultant.

9. If, during the course of construction, problems arise due to design errors in the plans, all construction affected by these errors will be halted until the errors have been corrected by the Consultant.

10. The original tracing of all plans prepared for the installation of City-owned improvements will be given to the City for their official records at the time of final approval of the plans.